



CARDHOLDER AGREEMENT

Terms and Conditions

Your Mastercard® Debit Card (Card) enables you to access funds provided to you under a Benefit Plan for certain “Qualified Expenses” and in some cases, funds in a Health Savings Account (HSA) established by you, with the swipe of a card. Additional terms and conditions will apply if you use the Card to access your funds in your HSA, as set forth in your HSA Custodial Account Agreement. In no event is your HSA intended to be a benefit plan covered by ERISA or part of an employer plan.

Read this Agreement thoroughly before you sign or use the Card. By signing, using or accepting the Card, you will be agreeing to all terms and conditions contained herein. Your use of the Card and services related to the Card will be governed by the terms and conditions of this Agreement and by the terms and conditions of the Plan(s) that your Plan Sponsor has provided to you. After you receive the Card, you should activate and sign the Card, but you should not use it before the valid date or after the expiration date printed on the Card.

Card Activation.

Your Card can be activated via the Internet from the URL on the back of your card. If you do not have Internet access, call DataPath at 855-226-5045.

Definitions.

In this Agreement, the words “you”, “your”, or “yours” mean each individual who has received the Card and is authorized to use the Card, as an eligible employee, retiree, spouse, dependent, or HSA Accountholder and as provided in this Agreement. “Card” means the benefits Mastercard® Debit Card issued to you by Armstrong Bank, member FDIC. “Card Issuer” means Armstrong Bank, the issuer of the Card pursuant to a license from Mastercard, Inc. “We”, “our”, or “us” means the Card Issuer, our successors, affiliates or assignees (including where appropriate, DataPath). “Plan Sponsor” means your employer or the entity who is sponsoring your benefit plan. “Plan Service Provider” or “PSP” means the authorized and appointed agent that performs administrative services on behalf of a Plan Sponsor. “DataPath” is DataPath, Inc., an authorized representative of Armstrong Bank to perform card related services. “Plans” means the Dependent Care, Flexible Spending, Health Reimbursement, transit/parking benefits account, or other benefit reimbursement plans sponsored or facilitated by the Plan Sponsor. “Qualified Expenses” means certain eligible expenses as defined in the Plan documents and under federal law. Any Card transaction that is not a Qualified Expense is called a “Non-Qualified Expense.” “Reimbursement Account” means notional accounts established and maintained by the Plan Sponsor or its agent to access the general assets of the Plan Sponsor to pay for your Qualified Expenses under the Plan(s). “Depository Bank” is the financial institution where your HSA funds are held, as noted in your HSA website portal. “Agreement” means these terms and conditions, as they may be amended from time to time, or as appended, depending on the type of account you access with the Card.

How the Card Works.

As a participant in the Plan(s), you have been provided this Card, issued pursuant to certain Agreements among the Plan Sponsor, the PSP, DataPath, and the Card Issuer. You understand that as issued under a Plan(s), you may only use the Card for payment of Qualified Expenses as defined in this Agreement and the Plan(s) and agree that the use of the Card is thus restricted. You acknowledge and agree that the amount available for Card use is limited to the amount available in your Reimbursement Account or HSA. You agree that the amounts charged on your Card for a Reimbursement Account will be advanced by the Plan Sponsor with funds from its general assets and that the Plan Sponsor will repay itself by making a corresponding reduction from the appropriate notational Plan bookkeeping account maintained by the Plan Sponsor (or the PSP on the Plan Sponsor's behalf). You further agree that Card transactions shall be subject to the terms of this Agreement, the rules of the Plan(s), any applicable federal or state rules or regulations, and if applicable, your HSA Custodial Account Agreement. Each time you use your Card, the amount of the transaction and any applicable fees, will be deducted from the appropriate available balance(s) in your Reimbursement Account or HSA, as determined by DataPath or your PSP. You understand that neither any merchants, nor we, are obligated to you if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. You agree that if you use your Card for a purchase that is returned for a refund, and the purchase was a Qualified Expense charged to your Reimbursement Account or HSA, that the refund must be made on a credit voucher, which shall be credited to the Reimbursement Account or HSA in the normal course of business. You agree that all Card transactions may be presented to the PSP through the use of either sales or credit drafts or electronic transmissions of the transaction information, and that you will, upon request, review transaction statements and sign documents attesting to the validity of your Qualified Expenses. The Card is not a credit card and cannot be used to obtain credit or cash advances. Your total purchases may not exceed the available account balance at the time of purchase. Nevertheless, if a transaction exceeds the available balance, you shall remain fully liable for the amount of the transaction and any applicable fees or penalties. Split transactions, defined as a Card payment of any amount less than the total amount owed at the point of sale, cannot be accommodated by all merchants.

Your Responsibility for Use of the Card.

For each of the Plans in which you are enrolled, you agree that you will only use the Card to pay for Qualified Expenses under the Plan(s) and for no other purpose. You acknowledge that you have received and reviewed guidelines for the expenses that are Qualified Expenses under each Plan, and you agree to follow those guidelines. You also agree and certify that any expense you pay with the Card has not been submitted previously and will not be submitted for reimbursement under any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts related to any expense paid with the Card and upon request, you agree to submit these documents for review by the PSP. If you fail to submit a receipt when it is requested, the amount in question will be deemed to be a Non-Qualified Expense for which you must immediately reimburse the Plan Sponsor. Neither the issuance of the Card nor its acceptance by a merchant or service provider is a guarantee of coverage under the Plan(s). Additional Card uses may be possible as described in any Plan documentation.

Consequences in the Event of Non-Qualified Expenses.

Except as may otherwise be provided in your HSA Custodial agreement, you understand that if you use the Card for purchases of Non-Qualified Expenses, as determined by the Plan Sponsor, DataPath, PSP, the IRS, or any other party having authority, you have violated this Agreement and your obligations under the Plan(s). If you use the Card for Non-Qualified Expenses, whether by mistake or otherwise, you will be liable for any such expenses as well as any taxes, fines, surcharges, penalties and other expenses payable under applicable law, together with any expenses incurred by the Plan Sponsor and/or the PSP as a result of such impermissible use. If you use the Card for Non-Qualified Expenses, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use. You understand and agree that, upon notification, you must immediately re-pay the expense to the Plan Sponsor and that your Card may be immediately suspended or revoked for failure to comply. Repayment methods include, but are not limited to, a payment in the form of a personal check, an electronic funds transfer from your personal checking or savings account initiated by you or us, or an off-set adjustment from a Qualified Expense not originated as a Card transaction but submitted for reimbursement under the Plan. To the extent you fail to reimburse the Plan Sponsor or PSP, you authorize your Plan Sponsor or PSP to collect from you personally, or withhold due amounts from your payroll to the extent permitted by law.

Authorized Users.

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement. If you are the Reimbursement Account owner/primary cardholder, you may request a Card for one or more dependents if allowed under your Plan. You remain liable for any and all usage of any dependent Cards you authorize. If you use your Card number without presenting your Card (such as an internet purchase), the legal effect will be the same as if you used the Card itself.

Default.

You will be in default if you fail to meet your obligations under this Agreement, including but not limited to the failure to make restitution for any expense charged to the Card. In such event, the Card Issuer, DataPath, the PSP, or the Plan Sponsor may exercise any legal rights the party may have. If any of the above is required to take any legal action under this Agreement, you agree to pay any related court costs, collection fees, and attorney's fees and charges reasonably incurred. If you are in default, we are not obligated to continue to provide services to you under this Agreement.

Changes to this Agreement / Card Cancellation.

We may, from time to time, change or add to the terms of this Agreement by providing notice to you. Such changes will become effective as of the date specified in the notice. We may also, at any time, cancel this Agreement and your right to use the Card. Changes to the Agreement or cancellation or suspension of your Card will not affect your obligation to pay any amounts you owe under this Agreement. The Card will be cancelled immediately if you cancel your participation in the Plan(s) and/or terminate your employment.

Receipt of Disclosures.

By signing, accepting, or using the Card, you acknowledge receipt of this Agreement and your acceptance of its terms and conditions.

Business Days.

Business days are Monday through Friday. Holidays, as determined by the Federal Reserve, are not included.

Record of Transactions.

Electronic notification of each transaction may be sent to you at the email address that has been provided to us. In addition, records of your transactions will be available to you via a secure Internet web portal as provided by your PSP.

Fees.

There may be fees associated with acceptance and use of the Card. In this event an updated and comprehensive fee schedule will be provided by your PSP. All fees are subject to change after providing 30 days notice to the affected party.

Limitations on Transfers.

You understand that you may only use your Card to pay for Qualified Expenses. You may not use the Card at all locations that accept Mastercard cards. There is a limit of 10 transactions or less per day that you may make with the Card and the total dollar amount of transactions is limited to \$5,000.00 per day, subject to the amount(s) available to you under the Plan(s). You are not permitted to use the Card to access cash at any ATM, and you cannot set up pre-authorized debits against the Reimbursement Account or HSA. For security purposes and to limit exposure to fraud or unauthorized use, additional limitations may be added without disclosure to you, the Company, or the PSP. Additional Card uses may be permitted in accordance with the terms of any applicable HSA Addendum.

Questions Concerning Plan Coverage of Expenses.

If you have a question about the coverage of expenses under the Plans or the operation of the HSA, you should call the number or view the website listed on the back of your card. Refer to your Plan documents for contact information.

Liability for Unauthorized Charges.

You agree to notify DataPath immediately if you believe your Card has been lost or stolen or used by someone without any form of permission (actual, by agency, implied, presumed, construed or assumed) from you as the cardholder ("Unauthorized Charges").

Calling DataPath is the best way to minimize your losses. The number to call is listed on the back of your Card. You may also notify DataPath by writing to DataPath Card Services, Inc., P.O. Box 55028 Little Rock, AR 72215. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. If you give DataPath notice over the phone, you agree to confirm it in writing upon our request. In any case, your liability for unauthorized use will not exceed \$50 if determined there is no fraud on the cardholder's behalf.

Liability of the Card Issuer.

If DataPath or the Card Issuer does not complete a transfer to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, sufficient funds are not available to complete the transaction;
2. If a merchant refuses to accept your card;
3. If the merchant's point of sale terminal system was not working properly and you knew about the breakdown when you started the transfer;
4. If access to your Card has been blocked after you reported your Card lost or stolen;
5. If we have reason to believe the requested transaction is unauthorized;
6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken;
7. If your Plan Sponsor did not add required funds to fund your Reimbursement Account or HSA in a timely manner; or
8. Any other exceptions stated in this Agreement.

Who to Notify in Case of Errors or Questions about your Electronic Transfer.

If you think your transaction record is wrong, or if you need more information about a transaction, email DataPath at fiops@dpath.com or write to DataPath Card Services, Inc. P.O. Box 55028, Little Rock, AR 72215 as soon as possible. DataPath must hear from you no later than 60 days after the date that the error or problem occurred. You can call DataPath at 855-226-5045, but doing so will not preserve your rights. If you give notice orally, DataPath may require that you send your complaint or question in writing within 10 business days. If asked to put your complaint or question in writing and it is not received within 10 business days, your Reimbursement Account or HSA may not be credited. In your letter, provide the following information:

- Your name and card account number
- The dollar amount of the suspected error
- A description of the error and an explanation, if you can, why you believe there is an error.

If you need more information, describe the item you are unsure about. Within 10 Business Days of receipt of your notice, DataPath will make a determination of whether an error occurred. If an error has occurred, DataPath will promptly correct the error. If more time is needed to make a determination, DataPath may take up to 45 days to investigate your complaint or question. If this action is taken, DataPath will credit your Card within 10 business days for the amount you think is in error. For errors involving new accounts, point-of-sale or foreign-initiated transactions, DataPath may take up to 90 days to investigate your complaint or question. For new Cards, DataPath may take up to 20 Business Days to credit your Card for the amount you think is in error. Results will be provided to you within three business days after completing the investigation. If it is determined that there was no error, a written explanation will be sent to you. You may ask for copies of the documents used in the investigation.

Privacy and Confidentiality.

Your information will be disclosed to the Card Issuer, the Company, DataPath, the PSP, and other third parties about your Card and/or Reimbursement Account or HSA:

1. Where it is necessary for completing transactions,
2. In order to verify the existence and condition of your Reimbursement Account or HSA for a third party, such as a merchant,
3. In order to comply with government agency or court orders,
4. As provided in this Agreement, the HSA Custodial Account Agreement, or in the Plan(s),
5. If you give written permission.

Authorizations.

You agree that Card transactions will be honored only when within the limits of your Plan(s). If transactions exceed the limits of your Plans, the transaction may be rejected.

Governing Law.

Arkansas law will govern this Agreement. Disputes, claims or controversies shall upon election by any party of this Agreement be resolved in binding arbitration.

Change of name or address.

You agree to notify DataPath immediately of any change to your name, phone number, email address, or mailing address. Notification can be provided in writing or by on-line submission through the Internet portal provided by your PSP.

DataPath Financial Services

P.O. Box 55068 | Little Rock, AR 72215

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